

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING S10	PAGE OF PAGES 1   57
2. CONTRACT (Proc. Inst. Ident.) NO. N65236-03-D-6837		3. EFFECTIVE DATE 30 May 2003		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY SPAWAR SYSTEMS CENTER CHARLESTON PO BOX 190022 J. BANKS 843-218-5953 BANKSJ@SPAWAR.NAVY.MIL NORTH CHARLESTON SC 29419-9022		6. ADMINISTERED BY (If other than Item 5) DCMA SAN DIEGO 7675 DAGGET STREET SUITE 200 SAN DIEGO CA 92111-2241		CODE S0514A  SCD: C	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) COMPUTER SCIENCES CORP.- DEFENSE GROUP GOVERNMENT REPRESENTATIVE 4045 HANCOCK STREET SAN DIEGO CA 92110		8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT Net 30 Days	
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS		ITEM  Section G	
		SHOWN IN:			
CODE 4D170		FACILITY CODE			
11. SHIP TO/MARK FOR  SEE SCHEDULE		12. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P O BOX 182381 EFT:T COLUMBUS OH 43218-2381		CODE HQ0339	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )		14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE SCHEDULE				
<b>15G. TOTAL AMOUNT OF CONTRACT \$6,732,136.74</b>					
16. TABLE OF CONTENTS					
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE					
17. [ ] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)			18. [X] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number N65236-02-R-0041-0004  including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.		
19A. NAME AND TITLE OF SIGNER (Type or print)			20A. NAME AND TITLE OF CONTRACTING OFFICER  DONNA J. MURPHY / CONTRACT SPECIALIST		
19B. NAME OF CONTRACTOR  BY _____ (Signature of person authorized to sign)		19C. DATE SIGNED	20B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		20C. DATE SIGNED  30-May-2003

**NOTES:**

The period of performance of this contract is: 1 JUN 2003 through 31 MAY 2004. Lots II – V are subject to option provisions contained herein.

The estimated amount of the contract is based on Lot I.

The withholding requirement of FAR 52.216-8 “Fixed Fee” and clause B-309 VAR “FEE DETERMINATION AND PAYMENT (INDEFINITE DELIVERY TYPE CONTRACT) VARIATION” of the contract is hereby waived.

**SECTION B Supplies or Services and Prices****LOT I – BASE YEAR**

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT
0001	Administrative and Program Management Support Services		Lot
			ESTIMATED COST _____
			FIXED FEE _____
			TOTAL ESTIMATED COST PLUS FIXED FEE <u>\$6,732,136.74</u>
0002	CPFF - Contract Data in accordance with DD Form 1423 (Exhibit A)		Lot NSP

**LOT II – 1<sup>st</sup> OPTION YEAR**

0003	Administrative and Program Management Support Services		Lot
			ESTIMATED COST _____
			FIXED FEE _____
			TOTAL ESTIMATED COST PLUS FIXED FEE <u>\$6,955,685.00</u>
0004	Contract Data in accordance with DD Form 1423 (Exhibit A)		Lot NSP

**LOT III – 2<sup>nd</sup> OPTION YEAR**

0005	Lot Administrative and Program Management Support Services	
	ESTIMATED COST	_____
	FIXED FEE	_____
	TOTAL ESTIMATED COST PLUS FIXED FEE	<u>\$7,191,323.00</u>
0006	Lot Contract Data in accordance with DD Form 1423 (Exhibit A)	NSP

**LOT IV – 3<sup>rd</sup> OPTION YEAR**

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT
0007	Lot Administrative and Program Management Support Services		
	ESTIMATED COST	_____	
	FIXED FEE	_____	
	TOTAL ESTIMATED COST PLUS FIXED FEE	<u>\$7,433,877.00</u>	
0008	Lot Contract Data in accordance with DD Form 1423 (Exhibit A)		NSP

**LOT V – 4<sup>th</sup> OPTION YEAR**

0009	Lot Administrative and Program Management Support Services	
	ESTIMATED COST	_____
	FIXED FEE	_____
	TOTAL ESTIMATED COST PLUS FIXED FEE	<u>\$7,682,180.00</u>
0010	Lot Contract Data in accordance with DD Form 1423 (Exhibit A)	NSP

**CLAUSES INCORPORATED BY FULL TEXT****B-309 VAR FEE DETERMINATION AND PAYMENT (INDEFINITE DELIVERY TYPE CONTRACT)  
VARIATION**

(a) Types of Delivery or Task Orders.

Both level-of-effort and completion type orders may be issued under this contract. The Request for Quotation issued for each delivery or task order will set forth the type of order deemed appropriate by the Government. If the Contractor disagrees with the Government's assessment, the Ordering Officer and the contractor shall attempt to resolve the matter through the negotiation process. Failing this, the matter will be referred to the Contracting Officer. If necessary, a final decision shall be made in accordance with the FAR 52.233-1 "Disputes" clause. The Contracting Officer's determination will govern the type of order, pending an appeal pursuant to the "Disputes" clause. The contractor will use his best efforts to work on the order until the dispute is resolved.

(b) Fixed Fee Pool.

The fixed fee pool consists of the total fixed fee of the contract AND includes the total fee to be paid to the prime contractor and all subcontractors. SUBCONTRACTOR FEE WILL NOT BE BILLED AS A SEPARATE DIRECT COST ON THE VOUCHER SUBMITTED BY THE CONTRACTOR TO THE GOVERNMENT, BUT WILL BE PAID TO THE SUBCONTRACTOR BY THE PRIME CONTRACTOR FROM THE FEE BILLED FROM THE FIXED FEE POOL.

(c) Computation of Fee.

The percentage of the fee applicable to orders will be the same as the percentage of the fee established in the contract. However the total fee paid under the contract for a year of performance will not exceed the total fixed fee amount for the current year of performance.

(d) Fee on Modifications to Term Type (Level-of-Effort) Delivery or Task Orders.

If the hours for a particular delivery or task order are insufficient to complete performance under the order, the government may elect to increase the hours by written modification. This increase in cost associated with the increase in hours will be fee bearing at the same percentage of fee established in the basic contract. If the hours prove to be in excess of that necessary to complete performance under this order, the government shall decrease the hours by written modification. The fee associated with the decrease in hours will be reduced by the percentage of fee established in the basic contract.

Estimated cost will be increased/decreased as applicable.

(e) Fee on Modifications to Completion Type Delivery or Task Orders.

If the task(s) required under a particular delivery or task order cannot be completed within the negotiated estimated cost (an overrun situation), the government may elect to increase the estimated cost to complete the effort with no additional fee allocation.

If the task(s) required under the order is completed and the cost is less than that negotiated (underrun), the contractor shall be entitled to full payment of the fixed fee specified in the order. Excess costs shall be deobligated by modification to the delivery order prior to contract closeout.

(f) Modifications to the Basic Contract.

If the contracting officer determines, for any reason, to adjust the contract amount or the estimated total hours, such adjustments shall be made by contract modification. Any increase will be fee bearing, except cost overruns on completion type orders, at the percentage of fee established in the basic contract.

The estimated cost of the contract may be increased by written modification, if required, due to cost overruns. This increase in cost is not fee bearing and no additional hours will be added to the total estimated hours under the contract.

(g) Payment of Fee.

The Government shall pay fixed fee to the contractor on each delivery order at the percentage rate of fee established in the basic contract subject to the contract's "Fixed Fee" clause, provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under each applicable delivery order, unless waived. In accordance with the provisions of paragraphs (d) and (e) of this clause, any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the FAR 52.232-20 "Limitation of Cost" or FAR 52.232-22 "Limitation of Funds" clauses, either of which is incorporated herein by reference, shall apply to all individual delivery or task orders issued under this contract.

(h) Closeout.

Delivery or task orders will be closed out on an individual basis, upon agreement of final indirect rates for the period of performance of the applicable delivery or task order. The contractor shall forward the final voucher directly to the cognizant DCAA for final audit. DCAA will forward the voucher and the final audit to the cognizant ACO (see block 6 of the basic contract), who will process it for final payment and submit it to the paying office.

#### **B-312 MINIMUM AND MAXIMUM QUANTITIES**

As referred to in paragraph (b) of the "Indefinite Quantity" clause of this contract, the contract minimum quantity is a total of **\$50,000.00** worth of orders at the contract unit price(s). The maximum quantity is the total estimated amount of the contract. The maximum quantity is not to be exceeded without prior approval of the Procuring Contracting Officer.

## **SECTION C Descriptions and Specifications**

### **CLAUSES INCORPORATED BY FULL TEXT**

#### **C-302 SPECIFICATIONS/STATEMENT OF WORK**

The work under this contract shall be performed in accordance with the description/specifications/statement of work as follows:

##### **1.0 INTRODUCTION**

The Command and Control Systems Department, Code 60 desires to engage in a contractual relationship with a “State of the Art” commercial organization that possesses demonstrated experience in successfully implementing and managing best industry practices in areas of program management, financial management, and administrative support. This Statement Of Work (SOW) describes the required program management, financial and administrative support services for the Department. The challenge of this contract is to integrate best commercial business practices (e.g. Activity Based Costing, Earned Value Management, Business Process Reengineering, etc.) into the U.S. Government’s work processes.

##### **2.0 APPLICABLE DOCUMENTS**

This contract shall be performed in accordance with all current versions of governing instructions; such as DoD 5000 series guidance and Space and Naval Warfare Systems Center, Charleston policies and procedures.

##### **3.0 SCOPE**

The contractor shall provide world-class business operations support services for Code 60 with the goal of increasing the efficiency and effectiveness of the Department. The intent of this effort is for the contractor to identify, inject, institutionalize, and perform industry best practice support efforts within the Department. Under this contract, the varying business practices and multiple levels of information from disparate geographical locations shall be consolidated into standard business practices to employ an enterprise operational concept within and across the Government organizational elements of the department. These efforts may also be extended to similar business operational units within the Command to further the overall effect of the business strategies employed, or as required as a result of organizational developments or process integration across Command codes.

The current Code 60 business base to be supported under this contract consists of, but is not limited to, Department of Defense (DoD), Department of Navy (DoN), Foreign Military Sales (FMS), Department of Justice (DoJ) Federal Bureau of Investigations (FBI), Homeland Security (HLS), and other inter-agency programs.

Code 60’s business operations support services consist of three broad categories. These categories are: Program Management Support, Financial Management Support, and Administrative Services Support, and they are described in paragraphs 4.2 through 4.4 of this Statement of Work. Paragraph 4.1 describes the overarching Business Operations Improvement to be continuously conducted in all support areas. Paragraph 4.5 describes the Information Management support needed to execute these support services.

##### **4.0 REQUIREMENTS**

###### **4.1 BUSINESS OPERATIONS IMPROVEMENT**

#### 4.1.1 Strategic Planning

The contractor shall assist the Department with strategic planning by performing environmental assessments such as Strength, Weakness, Opportunity and Threat (SWOT) analyses, market research, and benchmarking. The contractor shall analyze the Department's business base to identify declining, mature and growing business areas. The contractor shall analyze the Department's resource availability and baseline capabilities as well as business and technology trends. The contractor shall also assess issues and requirements raised by regulations and guidance documents and their impact to system or equipment design, construction, operations and acquisition lead-time. The contractor shall use the information obtained from these assessments and analyses to recommend goals and objectives for the Department to improve and expand its products and services offerings and customer base.

#### 4.1.2 Business Planning

The contractor shall assist the Department with business planning by translating the goals and objectives developed in the Department Strategic Operations Plan(s) into finite, measurable, and executable actions and tasks. The contractor shall make recommendations assigning priorities and allocating resources to actions. The contractor shall also make recommendations on the time phasing of all actions and how they are linked and coordinated among all organizational elements of the Department. The contractor shall identify appropriate monitoring, feedback and process control mechanisms to measure the effectiveness of actions and tasks in achieving the mission, vision, goals and objectives set forth in the Department Strategic Operations Plan(s).

#### 4.1.3 Business Process Reengineering (BPR)

The contractor shall evaluate all Department business practices and processes both individually and holistically to determine candidates for Business Process Re-engineering (BPR) and make written proposals for improving efficiency and effectiveness. The evaluations shall include as-is and to-be process modeling and functional economic analysis of alternatives. The contractor shall evaluate factors such as suitability and effectiveness of both organizational structure and information technology support systems for existing and proposed processes. The contractor shall also evaluate interfaces between processes so that the Department business operations is studied and improved in an end-to-end fashion.

#### 4.1.4 Process Improvement Implementation

Continuity of existing business operations support services must be maintained while recommended business process improvements are approved and implemented for the Department. Once the Government approves the recommended business process improvements, or the Government identifies other improvement areas, the contractor shall facilitate the Government in implementation. The contractor shall document the new process and prepare plans to transition from the old processes and practices to the new ones. The plans shall minimize operations downtime and establish a means to familiarize employees with the new processes. The contractor shall conduct familiarization training of the new processes to ensure process improvement effectiveness. The contractor shall provide technical assistance and support during the startup phase of the process and make changes and corrections as necessary to effect successful implementation.

#### 4.1.5 Knowledge Management (KM)

The contractor shall support Department KM efforts through development and maintenance of the Code 60 Intercom (60ICOM). The contractor shall continually identify and implement methods, tools and processes to facilitate the sharing of knowledge among Department employees.

#### 4.1.6 Customer Relationship Management (CRM)

The contractor shall support the design, development, and sustainment of a Code 60 CRM process and system. The contractor shall identify points in the Department's business strategy where CRM can deliver maximum value and customer-centric programs based on potential for early wins and immediate positive impact on business. The

contractor shall establish and report indicators of prospects, new business, customer satisfaction, customer retention and revenue and direct labor support.

## **4.2 PROGRAM AND PROJECT MANAGEMENT**

### **4.2.1 Program Support and Analysis**

The contractor shall collect and analyze data and draft documentation in support of Department programs. Topics include but are not limited to management methodology and tools, program requirements, acquisition planning, program milestones, integrated program summaries, program schedules, and other program related information. All contractor documentation shall be prepared in accordance with current Government Directives such as DoD 5000 series. Example deliverables are as follows:

- ❖ Requirements analyses;
- ❖ Feasibility studies;
- ❖ Economic analyses;
- ❖ Milestone documentation;
- ❖ Comparative cost analyses;
- ❖ Staff studies;
- ❖ Point, talking and information papers;
- ❖ Action briefs.

### **4.2.2 Program/Project Planning and Tracking**

The contractor shall assist the Government in Program/Project Planning and Tracking activities to include, but not be limited to, the development of Plans of Actions and Milestones (POA&M)s for Code 60 programs and projects. The POA&Ms shall map to a Government-provided Work Breakdown Structure (WBS) element. The POA&Ms shall contain detailed schedules for task accomplishment and delivery dates. The POA&Ms shall also allocate resources to tasks. The contractor shall track and report task performance in accordance with the POA&M.

### **4.2.3 Earned Value Management (EVM)**

The contractor shall recommend an EVM cost and schedule control system to support Department programs. The EVM System (EVMS) shall relate resource planning to schedules and technical performance requirements. The EVMS shall integrate technical performance, cost, schedule, and risk management. The EVMS shall provide the integrated management information to plan the timely performance of work, budget resources, account for costs, and measure actual performance against plans and by SPAWAR WBS element. The EVMS shall have the capability to predict, isolate, and identify variances and the factors causing the variances. Upon Government approval, the contractor shall implement and utilize the EVMS to support Department programs.

### **4.2.4 Program Review Support**

The contractor shall prepare for, attend, provide inputs for, and participate in program related meetings and reviews. The contractor shall prepare draft agendas, financial/budget reports, minutes, trip reports, attendance lists, action item lists, program reviews, design reviews, photographs, and recommendations. The contractor shall maintain historical records of these meetings for ready retrieval and reference. The contractor shall compile reference information packages for ready access in support of meeting attendance and action item and deficiency resolution.

## **4.3 FINANCIAL MANAGEMENT SUPPORT**

### **4.3.1 Financial Data Management and Reporting**

The contractor shall assist the Government in its efforts to ensure all Department financial data is entered into the appropriate systems and accounted for in an accurate and timely manner. The contractor shall apply



Activity Based Costing and Management (ABC/M) practices in support of financial data management and reporting activities. The contractor shall assist by preparing draft inputs for financial data such as; financial summary reports from available data sources, historical summaries of program funds, cost adjustments, funds reconciliation, appropriations close-out, Selected Acquisition Report inputs, Defense Acquisition Executive Report inputs, change order status reports, balance reports and summaries, obligated status reports, budget reports, and other financial data reports, summaries and databases.

#### 4.3.2 Contract Monitoring

The contractor shall assist the Government with monitoring, verifying and validating service contractor and manufacturer compliance with reporting requirements.

#### 4.3.3 Acquisition Support

The contractor shall assist the Government by drafting acquisition documentation in accordance with the Command policies to procure hardware, software and services in order to meet programmatic requirements. Such draft documentation includes, but is not limited to, support in the areas of streamlining the preparation of delivery order packages, statements of work, cost estimates, Contract Data Requirement Lists (CDRLs) and data item deliverable (DID) reports.

#### 4.3.4 Procurement Tracking

The contractor shall track the procurement of hardware, software and services through the established processes. The contractor shall identify anticipated delays in receipt of procurement deliverables, which may impact programmatic milestones. As potential issues are identified which may impact programmatic milestones, the contractor shall recommend alternative sources of supply or procurement methodologies.

### 4.4 ADMINISTRATIVE SERVICES SUPPORT

#### 4.4.1 Meeting Support

The contractor shall prepare, facilitate, and participate as necessary in general meetings as follows:

- ❖ Action item identification
- ❖ Recommend deficiency correction
- ❖ Maintain an Action Tracking System
- ❖ Develop and issue status reports and books, meeting minutes, trip reports, photographs etc.
- ❖ Coordination of facilities
- ❖ Agenda preparation.

#### 4.4.2 Graphics Support

The contractor shall prepare text; tables; charts and graphs; graphical images; and photographs in support of presentations, Internet/Intranet web pages, and other Department documentation.

#### 4.4.3 Facilities Management Support

The contractor shall analyze Department facilities to optimize program/project space usage and plan for future growth or cutbacks. The contractor shall also prepare and track service/maintenance work requests and provide support at Command facility meetings.

#### 4.4.4 Correspondence Support

The contractor shall assist Government personnel in their efforts to draft and finalize correspondence and other documentation related to all administrative services and business operations management.

#### 4.4.5 Archival Support

The contractor shall provide filing and record management in support of program/project management, finance, contracts, facilities, telecom, knowledge management, training coordination and other various command operations to maintain and retrieve deliverables. Wherever possible, the contractor shall use electronic information storage and retrieval.

#### 4.4.6 Travel Support

The contractor shall support Government travelers with assistance in the areas of travel orders, claims, forwarding of security clearances, and message traffic. The contractor shall also help to coordinate travel arrangements for Department visitors by disseminating local maps and lodging information, providing notification of VIP visitors, and facilitating receipt of security clearances and issuance of visitor badges.

#### 4.4.7 Conference and Symposium Support

The contractor shall assist the Government in its efforts to host approved conferences and symposiums by providing planning, logistical and show management support services for large- scale conferences and symposiums. The contractor shall provide similar assistance to department personnel participating in conferences and symposiums hosted by other entities.

#### 4.4.8 Material Support

The contractor shall coordinate and prepare information and documents necessary for system or equipment delivery and transfer.

#### 4.4.9 Telecommunications (Telecom) Support

The contractor shall support Department Telecom requirements by reviewing billing statements, coordinating funding sources for bill payment and tracking issuance of telecom equipment to Government employees.

#### 4.4.10 Training Support

The contractor shall support Department training initiatives by assisting employees with developing Individual Development Plans (IDP)s and Future Curves (a Department tool to plan and chart employee growth). The contractor shall help employees locate training to fulfill their IDPs and future curves. The contractor shall keep metrics on training such as percentage of employees who have completed mandatory training, training expenditures, etc. The contractor shall work with program managers to ensure the Department work force has the skills required to successfully execute program tasking. The contractor shall establish training plans to identify workforce education and skilled areas needed to successfully realize the Department Strategic Plan.

### 4.5 INFORMATION MANAGEMENT SUPPORT

The Contractor shall interface with and maintain an Electronic Data Warehouse (EDW) and associated “front-ends” to Command Corporate Business Systems to integrate corporate knowledge, department, program, project, financial and contract information and any other required Department correspondence or information. The EDW shall operate within Government firewall protection and possess appropriate administrative data controls to afford authorized users data to support their need to know. The EDW shall be the central repository for all Code 60 current and archival information, documentation and data. The contractor shall effectively manage the EDW. The Contractor shall ensure that all data required for business operations is obtained, kept current, and made available to all disciplines.

## **5.0 GOVERNMENT FURNISHED EQUIPMENT/INFORMATION**

The Government shall provide the contractor access to the E-MAIL, BSA, NFAS, DIFMS, information and accounting systems; and other Government information systems required for performance in accomplishing tasking at the level necessary to manage data and generate all required reports.

## **6.0 FACILITIES**

The Government will provide access to available "Government-site" Government computer interface capabilities, and provisions for remote access to these available systems and services. These corporate system services will be available in accordance with SPAWAR Systems Center, Charleston applicable Navy and Marine Corps Intranet (NMCI) policies and controls. The term "Government-site" within the context of this SOW refers to systems and personnel located in the Government facilities. The term "contractor-site" within the context of this SOW refers to personnel located in contractor or other non-Government facilities. The contractor shall provide all required facilities and equipment necessary to support this contract for "contractor-site" contractor personnel. The Government will provide all required facilities and corporate computer systems equipment necessary for "Government-site" contractor personnel supporting this contract. The contractor will perform services "Government-site" as well as "contractor-site", and rates should be provided for both as applicable under the individual task orders.

## **7.0 MATERIALS**

Material purchases are subject to specific authorization in the individual task orders. Cost for contractor incidental materials (i.e., general office supplies) shall be absorbed within the contractor's overhead and not directly charged to the contract.

## **8.0 REPORTS**

The contractor shall deliver reports in accordance with individual CDRL items.

8.1 Monthly Funds Expenditure Report shall be submitted and delivered no later than the fifteenth of the month following the reporting period. The monthly report shall be prepared in accordance with CDRL A001.

8.2 Inspection/Trip/Miscellaneous Reports shall be submitted on an as required basis within 10 days of event, in accordance with CDRL A002.

8.3 Monthly Progress/Status Reports shall be submitted and delivered no later than the fifteenth of the month following the reporting period. The monthly report shall be prepared in accordance with CDRL A003.

8.4 Meeting Minutes/Briefing Materials shall be submitted by the next day following meeting closure in accordance with CDRL A004. All other actions will be submitted as requested by the meeting facilitator.

8.5 Deliverable formats for this contract include: MS Office Latest Version in use (MS Word, MS Excel, MS Power Point, MS Access, MS Visio, MS Project), Other deliverable formats: AUTOCAD, SureTrak. Access to Government Management Information Systems will be provided by the Government. Deliverables shall be submitted via email and CD ROM. Hard copies shall not be provided unless specifically requested.

## **9.0 QUALITY CONTROL**

All deliverables under this contract are subject to review and acceptance by the COR.

**5252.237-9401 PERSONNEL QUALIFICATIONS (MINIMUM) (JAN 1992)**

(a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.

(b) The Government will review resumes of the proposed contractor key personnel directly after contract award. The awardee shall provide key personnel resumes two (2) days after notification of contract award.

(c) If the Ordering Officer questions the qualifications or competence of any persons performing under the contract, the burden of proof to sustain that the persons is qualified as prescribed herein shall be upon the contractor.

(d) The Contractor must have personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

**LABOR QUALIFICATIONS****1.0 REQUIREMENTS.**

The contractor shall provide personnel that possess the education and experience specified for the respective labor category. The specified qualifications for each category are minimum.

The specialized experience included, as part of the required qualifications, shall have been obtained in the fields of endeavor indicated. Unless stated otherwise in the individual labor category, experience must also be within the last five years. Key personnel are indicated below.

We have provided a Labor Category Concept to assist in the understanding of the Labor Categories and their intended use within the Department. The concept is based on the current organizational structure and is not indicative of the long term or modifications that may take place due to business operations improvements proposed through this contract, or organizational development catalyzed external to this contract. The concept simply allows for a basis to identify intended talent within functional support areas, a basis for developing labor hours, and associated costs. For example, the concept affords a position in the labor category "Program Manager" that may provide management over the entire contract. As well, the concept may possibly afford the use of Program Manager labor category as a "process directorate" for the functional process areas of the contract support. Within this concept framework, the Management analysts, technologist, and web master would basically be those categories deemed necessary to work across the functional areas to support the continuity of operations and information management. It is envisioned that this group, working in conjunction with the program manager(s), would be responsible for the coordination of business operations improvements across all functional support areas.

**2.0 LABOR CATEGORY DESCRIPTIONS:****2.1 PROGRAM MANAGER (Key)**

**Education:** MBA degree or other related Masters degree in the study of management from an accredited college or university.

**Experience:** Twelve or more years of experience managing or supervising multiple projects related to managing support services. This experience should be related to this contract in terms of Finance, Administrative, Contracting

and Acquisition, and Program / Project management. This experience can be obtained through an accumulation of job assignments in industry or in U.S. Government contracting however, at least one year of experience must be associated with providing services to an U.S. Government organization. Additionally, the experience requires developing program controls and management procedures; and implementing financial and administrative control procedures.

## **2.2 SENIOR MANAGEMENT ANALYST (Key)**

**Education:** MBA degree or other related Masters degree in the study of management from an accredited college or university.

**Experience:** Twelve or more years of experience in the areas of management and process development, cost estimating and analysis. Experience shall include independent monitoring techniques, programmatic guidance development, independent and integrated performance analysis techniques and specialized knowledge in the areas of requirements analysis, cost evaluation, technical evaluation, technical operations, management analysis, quality management and quality assurance and self-evaluation; developing program controls and management procedures; and implementing financial and administrative control procedures. This experience can be obtained through an accumulation of job assignments in industry or in US Government contracting.

**- OR -**

**Education:** BA/BS degree in a technical science or business discipline from an accredited college or university.

**Experience:** Sixteen or more years of experience in the areas of management and process development, cost estimating and analysis. Experience shall include independent monitoring techniques, programmatic guidance development, independent and integrated performance analysis techniques and specialized knowledge in the areas of requirements analysis, cost evaluation, technical evaluation, technical operations, management analysis, quality management and quality assurance and self-evaluation; developing program controls and management procedures; and implementing financial and administrative control procedures. This experience can be obtained through an accumulation of job assignments in industry or in US Government contracting.

## **2.3 MANAGEMENT ANALYST (Key)**

**Education:** BA/BS degree in a technical science or business discipline from an accredited college or university.

**Experience:** A minimum of six years experience of related work in such areas as study planning, analyzing organizational direction, work methods, methods improvement, and work sampling; must be well-versed in correlation and regression analysis, interpretation of data and data presentation and display.

## **2.4 TECHNOLOGIST (Key)**

**Education:** MS degree in an engineering or computer science discipline from an accredited college or university.

**Experience:** A minimum of five years of experience assessing and forecasting technology trends, evaluating new products and technologies, and directing the preparation of proposals for new processes or special customer needs. Three years of experience must be related to DoN/DoD C4ISR Systems. The experience should include performing engineering work and applied research, development, and interface design and test of new products and technologies.

**- OR -**

**Education:** BS degree in an engineering or computer science discipline from an accredited college or university.

**Experience:** A minimum of eight years of experience assessing and forecasting technology trends, evaluating new products and technologies, and directing the preparation of proposals for new processes or special customer needs. Five years of experience must be related to DoN/DoD C4ISR Systems. The experience should include performing engineering work and applied research, development, and interface design and test of new products and technologies.

**2.5 WEB MASTER (Key)**

**Education:** Associates degree from an accredited college or university in an IT discipline

**Experience:** Five years experience performing management and administration of Inter/Intranet web servers including the evaluation and implementation of new web technologies such as search engines, proxy servers, etc. Experience shall include the development and selection of tools, processes and procedures that facilitate internal and external web publishing as well as the update of web pages, databases and other web published information. Experience shall also include managing web access and utilization analysis, generating periodic reports to support and summarize web usage and identifying new/enhanced system requirements based upon documented utilization combined with predicted increases in utilization.

**2.6 SENIOR PROGRAM / PROJECT ANALYST (Key)**

**Education:** Masters degree in a technical science or business discipline from an accredited college or university.

**Experience:** 12 years experience in Navy or DoD program management. This experience shall include practical experience in DoD series 5000 instructions, the Program Planning and Budgeting System (PPBS), the Program Objective Memorandum (POM) process, and the Future Year Defense Planning (FYDP) process. Two years of experience must be Navy Department related analysis, which provided the opportunity to acquire and apply extensive practical and theoretical knowledge of the principles, functions, and processes of Navy operations and management.

**- OR -**

**Education:** BS / BA degree in a technical science or business discipline from an accredited college or university.

**Experience:** 16 years experience in Navy or DoD program management. This experience shall include practical experience in DoD series 5000 instructions, the Program Planning and Budgeting System (PPBS), the Program Objective Memorandum (POM) process, and the Future Year Defense Planning (FYDP) process. Two years of experience must be Navy Department related analysis, which provided the opportunity to acquire and apply extensive practical and theoretical knowledge of the principles, functions, and processes of Navy operations and management.

**2.7 PROGRAM / PROJECT ANALYST (Key)**

**Education:** BS / BA degree in a technical science or business discipline from an accredited college or university.

**Experience:** 8 years experience in Navy or DoD program management. This experience shall include practical experience in DoD series 5000 instructions, the Program Planning and Budgeting System (PPBS), the Program Objective Memorandum (POM) process, and the Future Year Defense Planning (FYDP) process. Two years of experience must be Navy Department related analysis, which provided the opportunity to acquire and apply extensive practical and theoretical knowledge of the principles, functions, and processes of Navy operations and management.

**2.8 SENIOR, CONTRACTS SPECIALIST (Key)**

**Education:** BA/BS degree in a business related discipline from an accredited college or university.

**Experience:** A minimum of 10 years of DoD/DoN experience-related work in the areas of putting together contracts for services and materials as well as the analysis of proposals for determining alternatives as well as the best value in terms of performance and cost tradeoffs. Experience shall including developing acquisition plans, statements of work, personnel qualifications, source selection plans, and other ancillary contractual documentation. Two years of experience must be in DoN services/systems/equipment related procurements.

**2.9 CONTRACTS SPECIALIST (Key)**

**Education:** BA/BS degree in a business related discipline from an accredited college or university.

**Experience:** A minimum of 4 years of DoD/DoN experience-related work in the areas of putting together contracts for services and materials as well as the analysis of proposals for determining alternatives as well as the best value in terms of performance and cost tradeoffs. Experience shall include developing acquisition plans, statements of work, personnel qualifications, source selection plans, and other ancillary contractual documentation. Two years of experience must be in DoN services/systems/equipment related procurements.

**- OR -**

**Education:** AA/AS degree in a business related discipline from an accredited college.

**Experience:** A minimum of 8 years of DoD/DoN experience-related work in the areas of putting together contracts for services and materials as well as the analysis of proposals for determining alternatives as well as the best value in terms of performance and cost tradeoffs. Experience should include developing acquisition plans, statements of work, personnel qualifications, source selection plans, and other ancillary contractual documentation. Two years of experience must be in DoN services/systems/equipment related procurements.

**2.10 ACQUISITION SPECIALIST (Key)**

**Education:** BA/BS degree in a business related discipline from an accredited college or university.

**Experience:** A minimum of four years of DoD/DoN experience-related work in such areas as: supply, logistics, and procurement. Two years of experience must be DoN/DoD systems/equipment procurement. Experience shall include the purchasing of materials and equipment as well as related procurement planning, management, and tracking.

**- OR -**

**Education:** AA/AS degree in a business related discipline from an accredited college.

**Experience:** A minimum of six years of DoD/DoN experience-related work in such areas as: supply, logistics, and procurement. Two years of experience must be DoN/DoD systems/equipment procurement. Experience shall include the purchasing of materials and equipment as well as related procurement planning, management, and tracking.

**2.11 JUNIOR, ACQUISITION SPECIALIST**

**Education:** BA/BS degree in a business related discipline from an accredited college or university.

**Experience:** This is an entry-level position and no experience is necessary.

**- OR -**

**Education:** AA/AS degree in a business related discipline from an accredited college.

**Experience:** A minimum of two years of DoD/DoN experience-related work in such areas as: supply, logistics, and procurement. Included in the experience should be procurement tracking duties.

**- OR -**

**Education:** High School degree.

**Experience:** A minimum of 6 years of DoD/DoN experience-related work in such areas as: supply, logistics, procurement, and procurement tracking duties.

**2.12 SENIOR FINANCIAL ANALYST (Key)**

**Education:** BA/BS degree in accounting/finance or business discipline with related course work from an accredited college or university.

**Experience:** A minimum of eight years experience in the areas of business finance management and process development, budget development, cost estimation and analysis. Experience shall include: DoD/DoN independent monitoring techniques, programmatic guidance development, independent and integrated performance analysis techniques and specialized knowledge in the areas of EVM methodologies, Activity Based Costing, and other methods for cost evaluation.

### **2.13 FINANCIAL ANALYST (Key)**

**Education:** BA/BS degree in accounting/finance or a business discipline with related course work from an accredited college or university

**Experience:** Four years experience in the areas of budgeting, finance, DoD/DoN financial analysis. Experience shall include: Government financial systems, budgeting and budget projections, forecasting, development and analysis of spend plans, work breakdown structures, financial tracking and reporting and multi-year financial planning.

**- OR -**

**Education:** AA/AS degree in accounting/finance or a business discipline with related course work from an accredited college.

**Experience:** Six years experience in the areas of budgeting, finance, DoD/DoN financial analysis. Experience shall include: Government financial systems, budgeting and budget projections, forecasting, development and analysis of spend plans, work breakdown structures, financial tracking and reporting and multi-year financial planning.

### **2.14 BUDGET ANALYST (Key)**

**Education:** BA/BS degree in a business related discipline from an accredited college or university.

**Experience:** Four years of experience in the areas of preparing historical summaries of program funds, cost adjustments, funds reconciliation, appropriation closeout, and various reports, including but not limited to, obligation status, budget, change status, and balance.

**- OR -**

**Education:** AA/AS degree in a business related discipline from an accredited college or university.

**Experience:** Six years of experience in the areas of preparing historical summaries of program funds, cost adjustments, funds reconciliation, appropriation closeout, and various reports, including but not limited to, obligation status, budget, change status, and balance.

### **2.15 JUNIOR, BUDGET ANALYST**

**Education:** BA/BS degree in a business related discipline from an accredited college or university.

**Experience:** This is an entry-level position and no experience is necessary.

**- OR -**

**Education:** AA/AS degree in a business related discipline from an accredited college or university

**Experience:** Two years experience in the areas of budget preparation and generation of status reports.

**- OR -**

**Education:** High School degree.

**Experience:** A minimum of 6 years of DoD/DoN experience-related work in such areas as: budget preparation and generation of status reports and financial tracking.



**2.16 ADMINISTRATIVE ASSISTANT (Key)**

**Education:** AA/AS degree in business management or related discipline from an accredited college or university.

**Experience:** Two years of related experience including: developing and processing correspondence, preparing briefing and presentation materials, updating existing briefing materials, scheduling events and preparing itineraries, preparing and maintaining files, preparation of reports, and interface with activity personnel and customers.

- OR -

**Education:** High School diploma or equivalent

**Experience:** Four years of related experience in a DoD/DoN environment developing and processing correspondence, preparing briefing and presentation materials, updating existing briefing materials, scheduling events and preparing itineraries, preparing and maintaining files, preparation of reports, and interface with activity personnel and customers.

**2.17 SECRETARY**

**Education:** AA/AS degree in business management or related discipline from an accredited college or university.

**Experience:** Two years of related experience including: developing and processing correspondence, routing Naval messages, keeping a calendar for staff, scheduling events and preparing itinerary, preparing and maintaining files, preparation of reports, and interface with activity personnel and customers.

- OR -

**Education:** High School diploma or equivalent.

**Experience:** Four years of related experience of which one year should be in a DoD/DoN environment. Experience should include: developing and processing correspondence (business and Naval), routing Naval messages, keeping a calendar for staff, scheduling events and preparing itinerary, maintaining and updating files, preparation of reports, and interface with activity personnel and customers.

**2.18 WORD PROCESSOR**

**Education:** High School diploma or equivalent.

**Experience:** A minimum of two years of work related experience with at least one year of specific data entry word processing effort. Must have a working knowledge of word processing software such as Microsoft Office (Office 97/2000); and experience with briefing/presentation software.

**2.19 RECEPTIONIST**

**Education:** High School diploma or equivalent.

**Experience:** This is an entry-level position. Work related experience should include: multi-line phone systems and excellent telephone skills. Capable of receiving, cataloging and disseminating messages correctly. Experienced in electronic media for sending/forwarding messages and in the use of voice mail.

**2.20 GRAPHICS ARTIST**

**Education:** Associates degree from and accredited college or university in Graphics or Commercial Art.

**Experience:** Two years experience using multiple graphics packages (i.e. Correl Draw, Adobe Pagemaker, Powerpoint, etc.) Experience in graphics arts, illustration, drafting and design, or WEB site development. Must have a working knowledge and ability to create two and three dimensional modeling and drawings to create graphic presentations. Navy or DoD experience preferred but not required.

**C-313 SECURITY REQUIREMENTS**

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 1 involves access to and handling of classified material up to and including Top Secret.

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the Security Officer, Code 0A1, SPAWARSYSCEN Charleston, P.O. Box 190022, North Charleston, SC 29419-9022.

**C-314 DISPOSITION OF GOVERNMENT FURNISHED PROPERTY**

When disposition instructions for Government Furnished Property are contained in the accountable contract or on the supporting shipping documents (DD Form 1149) the Contractor shall initiate and submit an excess inventory listing to the Procuring Contracting Officer (PCO), via the activity Property Administrator.

When disposition instructions are not stipulated in the contract or supporting shipping document (DD Form 1149) and excess inventory listing identifying Government Furnished Property and, under cost reimbursement contracts, Contractor Acquired Property, will also be submitted to the PCO, via the activity Property Administrator, at which time disposition instructions will be provided.

At the time of the Contractor's regular annual inventory, the Contractor will provide the PCO, via the activity Property Administrator, a copy of the physical inventory listing.

**C-315 WORKWEEK**

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at Space and Naval Warfare Systems Charleston is Monday through Friday, 8:00 AM to 4:30 PM. Work at this Government installation, shall be performed by the contractor within the normal workweek unless differing hours are specified on the individual task orders. Following is a list of holidays observed by the Government:

<u>Name of Holiday</u>	<u>Time of Observance</u>
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours in a normal week period.

### **C-317 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES**

(a) Pursuant to Navy policy applicable to both Government and contractor personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government Work areas.

(b) In furtherance of the Navy's drug control program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:

(1) Routine inspection of contractor occupied work spaces.

(2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.

(3) Random inspections of personnel possessions on entry or exit from the installation.

(c) When there is probable cause to believe that a contractor employee on board a naval installation has been engaged in use, possession or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.

(d) Trafficking in illegal drug and drug paraphernalia by contract employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.

(e) The contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.

(f) The removal of contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

### **C-319 LIABILITY INSURANCE--COST TYPE CONTRACTS**

(a) The following types of insurance are required in accordance with the FAR 52.228-7 "Insurance--Liability to Third Persons" clause and shall be maintained in the minimum amounts shown:

- (1) Workers' compensation and employers' liability: minimum of \$100,000
- (2) Comprehensive general liability: \$500,000 per occurrence
- (3) Automobile liability: \$200,000 per person  
\$500,000 per occurrence  
\$ 20,000 per occurrence for property damage

(b) When requested by the contracting officer, the contractor shall furnish to the Contracting Officer a certificate or written statement of insurance. The written statement of insurance must contain the following information: policy number, policyholder, carrier, amount of coverage, dates of effectiveness (i.e., performance period), and contract number. The contract number shall be cited on the certificate of insurance.

**C-324 OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS**

(a) If performance of any work under this contract is required at a Space and Naval Warfare Systems Center Charleston (SPAWARSYSCEN Charleston) facility, the Contractor shall contact the SPAWARSYSCEN Charleston Safety and Environmental Office, Code 0AD, prior to performance of ANY work under this contract.

(b) Contractors are responsible for following all safety and health related State and Federal statutes and corresponding State, Federal and/or Navy regulations protecting the environment, contractor employees, and persons who live and work in and around contractor and/or federal facilities.

(c) Contractors shall monitor their employees and ensure that they are following all safety regulations particular to the work areas. Contractors shall ensure that their employees (i) wear appropriate safety equipment and clothing, (ii) are familiar with all relevant emergency procedures should an accident occur, and (iii) have access to a telephone and telephone numbers, to include emergency telephone numbers, for the SPAWARSYSCEN Charleston facility where work is performed.

**C-325 KEY PERSONNEL**

(a) The contractor shall provide resumes for those key personnel listed below for review and approval by the government prior to that individual's performance under this contract. If a resume is rejected as not meeting the contract requirements, an alternate resume must be provided and subsequently approved prior to that individual's performance under this contract. The offeror agrees to assign to this contract those key personnel listed in paragraph (d) below, subject to approval. No substitutions shall be made except in accordance with this clause.

(b) The offeror agrees that during the first 30 days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 30-day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.

(c) All requests for approval of substitutions under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this contract must have qualifications of the person being replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

(d) List of Key Personnel.

<b>NAME</b>	<b>CONTRACT LABOR CATEGORY</b>
Program Manager	
Senior Management Analyst	
Management Analyst	
Technologist	
Sr. Program/Project Analyst	
Program/Project Analyst	
Senior Contracts Specialist	
Contract Specialist	
Acquisition Specialist	
Junior Acquisition Specialist	
Senior Financial Analyst	

Financial Analyst  
 Budget Analyst  
 Junior Budget Analyst  
 Web Master  
 Administrative Assistant

(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

(f) If the offeror wishes to add personnel to be used in a labor category he shall employ the procedures outlined in paragraph (c) above. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

### **C-326 DELIVERY/TASK ORDER PROCEDURES - ALTERNATE I**

Both level of effort (term) and completion type orders may be issued under this contract. Each delivery or task order will include the order type deemed appropriate by the Government.

(a) *Procedures.* Each delivery/task order shall be placed in accordance with the following procedures:

(1) Upon identification of a requirement, the Contracting Officer's Representative (COR) or originator shall contact the Contractor for the purpose of arriving at a common understanding of the technical components which constitute the basis for performance under this delivery/task order and identifying the elements necessary for preparing a detailed Statement of Work (SOW) which contains sufficient definition to allow all parties to clearly identify an end product consistent with the scope of the contract.

(2) Within five (5) days, the Contractor shall submit to the COR and/or originator a signed submittal which includes a complete SOW, breakdown of labor, material, and ODCs in accordance with Section B of the basic contract. Discussions may be held with the contractor to resolve/clarify any discrepancies. After both parties have reached agreement regarding the technical requirements of the SOW and the cost estimate, the Contractor and the COR and/or originator shall sign and date the document to signify their common understanding of the delivery/task order requirements. The electronic copy of the complete SOW shall be submitted in Microsoft Word 97 with the following formatting characteristics: (1) No headers and/or footers; (2) One-inch (1") margins all around; (3) Times New Roman 10 font; (4) Portrait orientation; (5) Track changes accepted or rejected; and (6) Normal Style.

(3) A complete package, including the signed estimate will be forwarded by the COR to the Ordering Officer for final review and award of the delivery/task order. The cost estimate from the Contractor shall contain the following information to enable the Ordering Officer to make a determination of price reasonableness:

(i) Cost Plus Fixed Fee (CPFF).

(A) Direct labor, including labor categories, hours, rates and total.

(B) Indirect Rates.

(C) Other Direct Costs (ODCs).

1. Travel identified in the SOW needs only a total cost. Travel requirements not identified in the SOW must be fully documented including destination, number of people, number of days, airfare, per diem, car rental and other charges.

2. Material exceeding a unit price of \$2,500 must be itemized. All other materials need only a total cost.

3. Equipment must be identified as Information Technology (IT) or non-IT. All IT equipment must be itemized. Non-IT equipment exceeding a unit price of \$2,500 must be itemized. All other equipment not identified above needs only a total cost.

4. Other, as required by the proposed task/delivery order.

(D) Subcontractors. Subcontractors need only submit total cost with labor categories and hours to the prime contractor. Costs, with the same level of detail as submitted by the prime contractor for the task/delivery order, shall be submitted directly to the Government by the subcontractor.

(E) Consultants. Consultants need only submit total cost with labor categories and hours to the prime contractor. Costs, with the same level of detail as submitted by the prime contractor for the task/delivery order, shall be submitted directly to the Government by the subcontractor.

(F) Other Information.

1. A statement that the cost estimate is based upon either a completion or level of effort task and the anticipated duration of the delivery/task order.

2. For Small Business and 8(a) set-asides, the Contractor shall state that they are in compliance with the FAR 52.219-14 clause.

(G) Fee as specified in basic contract (NOTE: In T&M and LH contracts, fee is incorporated into burdened rates).

(H) Any backup documentation not provided when you submit your cost estimate may be requested later by the Ordering Officer.

(4) Once the Ordering Officer/Administrator has reviewed and accepted the Contractor's cost estimate, a DD Form 1155 will be executed by the Contracting Officer/Ordering Officer and sent to the Contractor as notice to begin work. The Contractor is cautioned that no work is to be started prior to receipt of a properly signed and executed DD Form 1155, Order for Supplies/Services. If the cost estimate is insufficient or discussions are needed, the administrator will contact the Contractor to negotiate requirements.

(b) Content and Effect.

(1) *Each CPFF delivery/task order shall include:*

- (i) Effective date of order,
- (ii) Contract and delivery/task order numbers,
- (iii) Type of delivery/task order (i.e., completion or term),
- (iv) Estimated hours (provided for information only on completion-type orders),
- (v) Estimated cost, fee or price,
- (vi) Scope, including reference to applicable (contract) specifications,
- (vii) Delivery or performance date,
- (viii) Place of delivery or performance,
- (ix) Accounting and appropriation data, and
- (x) Other information as appropriate (e.g., Government Furnished Property, material, or facilities to be made available for performance of the order; safety requirements; security requirements set forth on DD Form 254; data requirements set forth on DD Form 1423; etc.).

(c) *Maintenance of Records.* The Contractor shall maintain the following cost records under this contract as a minimum:

- (1) Records for each delivery/task order, indicating the number of hours of direct labor performed, segregated to the individual employee performing the work,
  - (2) Records for each individual employee, identifying direct labor performed and segregated as to delivery/task order for which performed, and
  - (3) Records of all direct non-labor costs, allocated to individual delivery/task order.
- (4) Nothing herein shall be deemed to excuse the Contractor from maintaining records required by other provisions of this contract.

(d) *Contractor Notification.* (1) The Contractor is responsible for immediately notifying the Ordering Officer/Administrator of any difficulties in performing in accordance with the terms of the order.

(2) Each delivery or task order under a cost reimbursement contract is deemed to include the FAR 52.232-22 "Limitation of Funds" or the FAR 52.232-20 "Limitation of Cost" clause, whichever is applicable.

**C-701 YEAR 2000 COMPLIANCE REQUIREMENT--INFORMATION TECHNOLOGY**

(a) All information technology (IT), whether commercial or noncommercial, delivered under this contract that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant when properly installed, operated, and maintained in accordance with the contract specifications and applicable documentation. If the contract requires that specific deliverables operate together as a system, this requirement shall apply to those deliverables as a system.

*(b) Definitions*

“Commercial items” is defined at the FAR 52.202-1 “Definitions” clause of this contract.

“Information technology” or “IT” as used in this requirement, means any equipment, or interconnected system(s) or subsystem(s) of equipment, that is used in the automatic acquisition storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency.

- (1) For purposes of this definition, equipment is used by an agency if the equipment is used by the agency directly or is used by a contractor under a contract with the agency which—
  - (i) Requires the use of such equipment; or
  - (ii) Requires the use, to significant extent, of such equipment in the performance of a service or the furnishing of a product.
- (2) The term “information technology” includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.
- (3) The term “information technology” further includes for this contract—
  - (i) Any equipment that is acquired by a contractor incidental to a contract; or
  - (ii) Any IT (regardless of the course) used by the contractor in the performance of this contract to develop or modify IT under the requirements of this contract, or
  - (iii) Any equipment that contains imbedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation, are information technology.

“Year 2000 compliant” means that the IT accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to *the extent* that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The “*proper exchange*” of date/time data shall be in accordance with the interface requirements specification(s) of the contract.

(c) For line item deliverables which are commercial items, and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with this requirement. Any applicable commercial warranty shall be incorporated into this contract by attachment.

(d) Notwithstanding any provision to the contrary in any warranty of this contract, or in the absence of any such warranty or warranties, the remedies available to the Government under this requirement shall include those provided in the inspection clause(s) of this contract. Nothing in this requirement shall be construed to limit any rights or remedies the Government may otherwise have under this contract.

(e) Unless specified elsewhere in the contract, the Contractor will also deliver to the Government a report summarizing any Year 2000 compliance testing that was performed and the results thereof.

(f) The remedies available to the Government for noncompliance with this requirement shall remain available *until 31 January 2002 or one hundred eighty (180) days* after acceptance of the last deliverable IT, item under this

contract (including any option exercised hereunder), *whichever is later*. The remedies of this specification are in addition to all otherwise existing remedies, including, but not limited to, latent defect remedies.

**C-719 EXEMPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY REQUIREMENTS (JUN 2001)**

(a) The Government has determined that the following exemption(s) to the Electronic and Information Technology (EIT) Accessibility Standards (36 C.F.R. § 1194) are applicable to this procurement:

- ☐ The EIT to be provided under this contract has been designated as a National Security System.
- ☒ The EIT acquired by the contractor is incidental to this contract.
- ☐ The EIT to be provided under this contract would require a fundamental alteration in the nature of the product or its components in order to comply with the EIT Accessibility Standards.
- ☐ The EIT to be provided under this contract will be located in spaces frequented only by service personnel for maintenance, repair, or occasional monitoring of equipment.
- ☐ Compliance with the EIT Accessibility Standards would impose an undue burden on the agency.
- ☐ The EIT to be provided under this contract is purchased in accordance with FAR Subpart 13.2 prior to January 1, 2003.

(b) Notwithstanding that an exemption exists, the Contractor may furnish supplies or services provided under this contract that comply with the EIT Accessibility Standards (36 C.F.R. § 1194).



**SECTION D Packaging and Marking****CLAUSES INCORPORATED BY FULL TEXT****D-305 PREPARATION FOR DELIVERY**

(a) Supplies shall be prepared for delivery in accordance with ASTM-D-3951, "Standard Practice for Commercial Packaging", dated 1 September 1995.

(b) The contractor shall mark all shipments under this contract in accordance with MIL-STD-129, Military Standard Marking for Shipment and Storage".

**D-307 PROHIBITED PACKING MATERIALS**

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene and plastic as packing materials are prohibited for items destined for afloat units.

**D-308 MARKING OF SHIPMENT**

( \* - AS INDICATED IN INDIVIDUAL TASK ORDER)

Each shipment of material and/or data shall be clearly marked to show the following information:

SHIP TO:	MARK FOR:
RECEIVING OFFICER	*Contract #: _____
*	*Delivery Order #: _____
	*Item #: _____
	*Receiving Officer Code: _____

The receiving office is located at \_\_\_\_\_ \* \_\_\_\_\_ and is open for deliveries \_\_\_\_\_ \* \_\_\_\_\_.

**SECTION E Inspection and Acceptance****CLAUSES INCORPORATED BY REFERENCE:**

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-15	Certificate of Conformance	APR 1984
252.246-7000	Material Inspection And Receiving Report	DEC 1991

**CLAUSES INCORPORATED BY FULL TEXT****E-303 INSPECTION AND ACCEPTANCE--DESTINATION**

Inspection and acceptance of the supplies/services to be furnished hereunder shall be made at destination by the Contracting Officer's Representative (COR) or his duly authorized representative within seven (7) working days after receipt of supplies/services, or completion of services at destination.

**SECTION F Deliveries or Performance****CLAUSES INCORPORATED BY REFERENCE:**

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	APR 1984

**CLAUSES INCORPORATED BY FULL TEXT****F-303 PERIODS OF PERFORMANCE FOR ORDERING, ORDERS, AND OPTIONS TO EXTEND TERM OF THE CONTRACT**

The period of performance of the contract, for the purpose of issuing delivery or task orders is as follows:

<b>CLIN(S)</b>	<b>PERIOD(S) OF PERFORMANCE FOR ISSUING ORDERS</b>
0001 through 0002	One year from date of award through one year thereafter

The period of performance for each order shall be stated within such order. Additional time of not more than 180 days beyond the ordering period may be allowed for completion of outstanding orders.

The period of performance for option CLIN(S) to extend the term of the contract is as follows:

<b>CLIN(S)</b>	<b>PERIOD(S) OF PERFORMANCE FOR ISSUING ORDERS</b>
0003 through 0004	One year commencing from date of expiration of the previous performance period
0005 through 0006	One year commencing from date of expiration of the previous performance period
0007 through 0008	One year commencing from date of expiration of the previous performance period
0009 through 0010	One year commencing from date of expiration of the previous performance period

The above period(s) of performance for the option(s) to extend the term of the contract shall apply only if the Government exercises the option(s) as stated in Section B in accordance with FAR Clause 52.217-9, Option to Extend the Term of the Contract.

**SECTION G Contract Administration Data****ACCOUNTING AND APPROPRIATION DATA**

AA: 97X4930 NH3S 000 77777 0 065236 2F B31503B01 AAN  
 000000  
 AMOUNT: \$50,000.00  
 Job Order: 6B60070BOD DOC No.: Overhead

**CLAUSES INCORPORATED BY REFERENCE:**

252.242-7000 Postaward Conference

DEC 1991

**CLAUSES INCORPORATED BY FULL TEXT****G-306 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE**

(a) The Contracting Officer hereby appoints the following individual as the Contracting Officer's Representative(s) (COR) for this contract/order:

Donna Buckler, Code 60G  
 SPAWARSYSCEN Charleston  
 P.O. Box 190022  
 North Charleston, SC 29419-9022  
 Telephone: (843) 218-5629  
 DSN: 588-5629

(b) It is emphasized that only the Contracting Officer has the authority to modify the terms of the contract. Therefore, in no event will any understanding agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the PCO in writing. No action shall be taken by the Contractor, unless the PCO or ACO has issued a contractual change.

(c) In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the Alternate COR acting in behalf of the COR. The Contracting Officer hereby appoints the following individual as the Alternate COR: None.

**G-314 TYPE OF CONTRACT**

This is a Indefinite Delivery, Indefinite Quantity, Cost-Plus-Fixed Fee type contract.

**G-317 INVOICING INSTRUCTIONS (COST REIMBURSEMENT CONTRACTS)**

(a) Invoices/vouchers shall be submitted not more than every 2 weeks covering the amount claimed to be due for services rendered and cost incurred thereunder. There will be a lapse of no more than thirty days between performance and submission of invoices.

(b) The contractor will prepare four (4) copies of his invoices/vouchers. The original and one (1) copy of the invoices/vouchers will be forwarded to the cognizant Defense Contract Audit Agency (DCAA). Two (2) copies of the invoices/vouchers shall be forwarded to Space and Naval Warfare Systems Center Charleston, Code 0123. One (1) copy of the invoice/voucher shall be forwarded to the COR.

(c) Invoices/vouchers will contain the following information:

- (1) Contract number and contract line item number;
- (2) Description of work;
- (3) Straight time labor charges by man-hours, classification and price; in the case of cost-plus-fixed-fee type contracts, the invoice shall cite direct labor hours and labor rates incurred by labor category, total costs incurred and fixed fee billed.
- (4) Premium time and charges (if any) by man-hours, classification, price/cost and name of approving official.
- (5) Uncompensated overtime hours (if any) worked for the invoice period, by labor category, as identified in the FAR 52.237-10 "Identification of Uncompensated Overtime" provision.
- (6) Travel and per diem costs (if any).
- (7) Other costs incurred and allowable under the contract and identification of such costs.
- (8) Additional information as required.
- (9) Withholding under the Payments clause, if any.
- (10) Cumulative value of all billings to date by cost incurred and fixed fee billed.

(d) For all but the final invoice/voucher, DCAA will review and approve invoices/vouchers for provisional payment and forward them to the paying office. Payment will be made by the Disbursing Office upon the basis of the DCAA approved invoice/voucher. The Contracting Officer's Representative (COR) will review his/her copy of the invoice/voucher and complete a Contractor Invoice Review Form. The COR will retain this form in the COR files. If the COR identifies discrepancies on the invoice, he will pursue resolution with the Contractor and request a revised invoice reflecting the correction.

(e) The final invoice/voucher will be forwarded to the Contracting Officer for approval and forwarding to the DCAA and disbursing office for final payment. The final invoice/voucher identified as such will list all invoices/vouchers previously tendered. Final payment will be predicated upon the execution of a Material Inspection and Receiving Report (DD Form 250) or other acceptance shall be deemed to have occurred on the effective date of the contract settlement. In accordance with FAR 32.905(f)(6), the Material Inspection and Receiving Report (DD Form 250) shall include the signature, printed name, title, mailing address, and telephone number of the Government official responsible for acceptance or approval of the supplies or services. The Contracting Officer's Representative is the acceptance and approval official.

(f) The cognizant DCAA office of this contract is:

DEFENSE CONTRACT AUDIT AGENCY (DCAA):

San Diego Branch Office (DODAAC HAA05B)  
7675 Dagget Street, Suite 300  
San Diego, CA 92111

(g) The DCAA office specified above is hereby designated as the cognizant audit agency for payments resulting from this contract, receiving invoices/vouchers from contractor, approving interim vouchers and issuing DCAA Form 1, Notice of Contract Costs Suspended and/or Disapproved, to deduct costs where allowability is questionable.

(h) The Contracting Officer, or his/her designated authorized representative, approves all completion/final invoices/vouchers and sends them to the disbursing office; and may issue or direct the issuance of DCAA Form 1 on any cost when there is reason to believe it should be suspended or disallowed.

(i) No interest penalty shall be paid to the contractor as a result of delayed contract financing payments. For purposes of the final invoice, payment is made after acceptance of services by the Government and is subject to assessment of interest penalty for payment delays in accordance with the FAR 52.232-25, Prompt Payment, clause of this contract.

(j) For purposes of payment under the final invoice, the constructive period in paragraph (a) (6) of the FAR 52.232-25, Prompt Payment, clause of this contract is changed from 7 days to 30 days.

#### **G-319 RETENTION OF GOVERNMENT PROPERTY ADMINISTRATION**

In accordance with FAR 42.201, the Procuring Contracting Officer specifically retains performance of property administration functions under this contract. The Space and Naval Warfare Systems Center-Charleston, Code 09A12, Property Control Branch, P.O. Box 190022, North Charleston, S.C. 29419-9022 is hereby designated by the Contracting Officer as the Property Administrator to ensure compliance with the contract's property requirements and the provisions of FAR Subpart 45.5.

#### **G-320 SUBMISSION OF DD FORM 1662 "DOD PROPERTY IN THE CUSTODY OF CONTRACTORS"**

Pursuant to the clause at DFARS 252.245-7001 "Reports of Government Property" clause, the contractor shall provide in duplicate the DD Form 1662 to the activity property administrator at the address set forth below by 31 October of the current year:

Space and Naval Warfare Systems Center-Charleston, Code 09A12, Property Control Branch, P.O. Box 190022, North Charleston, S.C. 29419-9022

**SECTION H Special Contract Requirements****CLAUSES INCORPORATED BY FULL TEXT****5252.215-9210 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS BY REFERENCE (NOV 1991)**

All representations and certifications and other written statements made by the contractor in response to Section K of the solicitation or at the request of the contracting officer which are incident to the award of the contract or modification of this contract, are hereby incorporated by references with the same force and effect as if they were given in full text.

**5252.219-9201 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 1995)**

Pursuant to Public Law 95-507, the Contractor's Subcontracting Plan for small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns is hereby approved and attached hereto as Attachment (1) and is made a part of this contract.

**5252.232-9206 SEGREGATION OF COSTS**

The Contractor agrees to segregate costs incurred under this contract at the lowest level of performance, either task or subtask, rather than on a total contract basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date, by line item, task or subtask.

Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section B and/or Section G of the contract or in the task or delivery order which authorizes work. Payment of Contractor invoices shall be accomplished only by charging the ACRN which corresponds to the work invoiced.

**5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)**

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME	Kathryn P. Breitzkreutz, Code 0216
ADDRESS	P.O. Box 190022, North Charleston, SC 29419-9022
TELEPHONE	(843) 218-5933; DSN 588-5933

**5252.245-9201 GOVERNMENT FURNISHED PROPERTY (MAR 2002)**

The Government will provide only that property set forth below, notwithstanding any provisions of the specification(s) to the contrary:

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>DATE</u>	<u>LOCATION</u>
*	*	*	*

( \* TO BE COMPLETED IN INDIVIDUAL TASK ORDERS, IF APPLICABLE)

**H-303 ORGANIZATIONAL CONFLICT OF INTEREST (SPECIFICATION PREPARATION)**

(a) This contract, in whole or in part, provides for the Contractor to draft and/or furnish specifications in support of Program, Financial and Administrative Management. Further, this contract may task the Contractor to prepare or assist in preparing work statements that directly, predictably and without delay are used in future competitive acquisitions in support of Program, Financial and Administrative Management. The parties recognize that by the Contractor providing this support a potential conflict of interest arises as defined by FAR 9.505-2.

(b) During the term of this contract and for a period of one (1) year after completion of this contract, the Contractor agrees that it will not supply as a prime contractor, subcontractor at any tier, or consultant to a supplier to the Department of Defense, any product, item or major component of an item or product, which was the subject of the specifications and/or work statements furnished under this contract. The contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) For the purposes of this clause, the term “contractor” means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate and any other successor or assignee of the contractor.

(d) The Contractor acknowledges the full force and effect of this clause. It agrees to be bound by its terms and conditions and understands that violation of this clause may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the Government in the event the Contractor breaches this or any other Organizational Conflict of Interest clause.

**H-304 ORGANIZATIONAL CONFLICT OF INTEREST (ACCESS TO PROPRIETARY INFORMATION)**

(a) This contract provides for the Contractor to provide technical evaluation and/or advisory and assistance services in support of Program, Financial and Administrative Management. The parties recognize that by the Contractor providing this support a potential conflict of interest arises as described by FAR 9.505-3 and FAR 9.505-4.

(b) For the purpose of this clause, the term “contractor” means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate, and any other successor or assignee of the contractor.

(c) The Contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, which obligates the Contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreements to the Contracting



Officer. The Contractor further agrees that such proprietary data shall not be used in performing additional work for the Department of Defense in the same field as work performed under this contract whether as a prime, consultant or subcontractor at any tier.

(d) The contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(e) The Contractor further agrees that it will not perform technical evaluations as described in the SOW for any product it has designed, developed, or manufactured in whole or in part. The Contractor further agrees to notify the Contracting Officer should it be tasked to conduct such technical evaluations on such products and to take no action unless directed to do so by the Contracting Officer.

(f) The Contractor acknowledges the full force and effect of this clause. It agrees to be bound by its terms and conditions and understands that violation of this clause may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the government in the event the Contractor breaches this or any other Organizational Conflict of Interest clause.

## **H-320 ALTERNATIVES AND UPDATES TO SPECIFICATIONS AND STANDARDS**

(a) The Department of Defense is --

- (1) committed to minimizing the use of military and federal specifications and standards; and
- (2) seeking to use non-government specifications and standards to the maximum extent practicable to satisfy its requirements.

(b) The Contractor --

- (1) is encouraged to identify and propose alternatives to specifications and standards cited in this contract;
- (2) may submit to the Contracting Officer a proposal addressing alternatives to contractually mandated military, federal, or commercial specifications and standards, consisting of the following:
  - (i) a copy of the proposed alternatives;
  - (ii) a comparison of the proposed alternatives to the specifications or standards cited in the contract; and
  - (iii) an analysis supporting the feasibility and cost-effectiveness of the proposed alternatives.

(c) If the Contractor has a contract, or multiple DOD contracts, that incorporate outdated or different versions of military, federal, or commercial specifications or standards, the Contractor may request that all of its contracts be updated to the latest version of the applicable specifications or standards. Updating must not affect the form, fit, or function of any deliverable item, and must demonstrate a benefit to the government. The Contractor may submit updating requests to the Contracting Officer through the cognizant contract administration office. The government will, to the extent practicable, evaluate the acceptability of any proposed alternative. If a proposed alternative is not considered for the instant procurement, it will be considered for future procurement. If the Contracting Officer does not accept the proposed alternative, the Contractor agrees to perform the contract in accordance with the specifications and standards cited in the contract.

## **H-322 TYPES OF TASK OR DELIVERY ORDERS**

The following types of task or delivery orders may be issued under this contract:

A cost-plus-fixed-fee (CPFF) level of effort (LOE) task order will be issued when the scope of work is defined in general terms requiring only that the contractor devote a specified LOE for a stated time period.

A cost-plus-fixed-fee (CPFF) completion task order will be issued when the scope of work defines a definite goal or target which leads to an end product deliverable (e.g., a final report of research accomplishing the goal or target).

### **H-323 CONTRACTOR PICTURE BADGE**

(a) A contractor picture badge may be issued to contractor personnel by the SPAWAR Systems Center Security Office at the various contract performance sites upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at the specific Government installation prior to completion of the picture badge request.

(b) An automobile decal will be issued by the SPAWAR Systems Center Security Office at the various contract performance sites upon presentation of a valid contractor picture badge and the completion of the Badge and Decal Record.

(c) The contractor assumes full responsibility for the proper use of the identification badge and automobile decal, and shall be responsible for the return of the badge and/or destruction of the automobile decal upon termination of personnel or expiration or completion of the contract.

(d) At the completion of the contract, the contractor shall forward to the SPAWAR Systems Center Security Office at the various contract performance sites a list of all unreturned badges with a written explanation of any missing badges.

### **H-329 CONTRACTOR ACQUIRED PROPERTY/GOVERNMENT FURNISHED PROPERTY**

This contract contains the clause entitled "Government Furnished Property". However, receipt of Government Furnished Property or Contractor Acquired Property is not authorized under this contract. Such property may be acquired only upon receipt of a fully executed delivery or task order or modification to a delivery or task order that specifically authorizes acquisition of the property by the contractor. Requests for Contractor Acquired Property must be made to the cognizant Contracting Officer.

Any property acquired by the Contractor without a delivery or task order or modification to a delivery or task order authorizing such acquisition, is done so at the Contractor's own risk.

### **H-341 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED**

In performing this contract, the Contractor will not use as a consultant or employ (on either a full or part-time basis) any active duty Navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no law and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

### **H-343 CONTRACT DATA REQUIREMENTS – DELIVERY ORDERS**

The data items shown on the DD Form 1423, Contract Data Requirements List, or included in the Statement of Work are either known data requirements or a general description of the data to be clarified or restated on each delivery order.

**H-344 DELIVERY ORDER LIMITATION OF COST/FUNDS**

In accordance with the FAR Clause 52.232-20, "Limitation of Cost," or 52.232-22 "Limitation of Funds," the Government shall not be obligated to reimburse the Contractor for work performed, items delivered, or any costs incurred under orders issued under the resultant contract, except as authorized by the contracting officer.

The cost factors utilized in determining the estimated costs under any order placed hereunder shall be the applicable rates current at the time of issuance of the task or delivery order, not to exceed, however, any ceilings established by the terms of this contract.

If at any time 75% of either the estimated cost or estimated level of effort specified in the task or delivery order is reached and it appears that additional funds and/or level of effort is required to complete performance, the Contractor shall promptly notify the Ordering Officer in writing. Such notification shall include the cost and level of effort expended and that which will be required to complete performance. The Government shall have the right to modify the task or delivery order accordingly.

If the Contractor exceeds the estimated costs authorized by task or delivery order placed hereunder, the Government will be responsible only for reimbursement of the cost and payment of fee in an amount up to that established by the task or delivery order.

The total amount of all task or delivery orders issued shall not exceed the estimated costs and fixed fee or level of effort set forth in this contract.

**H-345 WAGE DETERMINATION APPLICABLE, SERVICE CONTRACT ACT**

Attachments (2), (3) and (4) incorporated herein sets forth the applicable Service Contract Act Wage Determinations by the Secretary of Labor.

**H-349 REIMBURSEMENTS UNDER COST REIMBURSEMENT, TIME AND MATERIAL AND LABOR HOUR CONTRACTS****(a) Office Equipment**

The costs for acquisition, usage or rental of General Purpose Office Equipment including, but not limited to, typewriters, word processing machines, computers, computer time, printers, reprographic and xerographic copying machines, telecopiers, telephone equipment, and postage machines are considered overhead expenses and shall not be directly reimbursable under this contract. Such costs shall be included in the hourly rates payable under paragraph (a)(1) of the FAR 52.232-7 "Payments under Time-and-Material and Labor-Hour Contracts" clause, if this is a time-and-material or labor-hour contract. These overhead expenses will be reimbursed to the contractor as indirect costs under the FAR 52.216-7 "Allowable Cost and Payment" clause, if this is a cost-reimbursement contract.

**(b) Overtime**

Overtime is contemplated only on an emergency basis. However, if the need for overtime arises, such overtime shall not be worked without written authorization from the Contracting Officer.

**(c) Overtime/Holiday Rate**

(1) Overtime is defined as time worked in one workweek in excess of 40 hours in such workweek. Holiday time is defined as any time worked on a legal Federal Holiday. Legal Federal holidays for the purpose of this contract are listed below:

New Year's Day  
Martin Luther King's Birthday  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

(2) Overtime and/or holiday work may be worked by the Contractor only to the extent it is specifically authorized in writing, by the ordering activity on individual orders placed under the contract. No additional hours of overtime may be worked without additional written authorization.

(3) Unless the contractor states otherwise in contractor's proposal it will be deemed that the contractor shall observe the same holidays as the Government and shall otherwise be open for business Monday through Friday during the performance of the contract.

(d) Expendable Material

Expendable materials, such as clerical supplies and materials which are considered to be a normal cost of doing business, are considered to be overhead expenses and shall not be billed as a separate material cost.

(e) Other Material

Material, other than expendable material, shall be furnished pursuant to specific authorization in a task/delivery order issued under this contract. The contractor will be required to support all material costs claimed by submission of paid subcontractor invoices. Contractor will be reimbursed at the contractor's cost less any applicable discount, plus material handling costs, if any, as specified in individual task/delivery orders. Material handling charge shall be shown separately only if the contractor's accounting system segregates that particular cost.

## **H-350 REIMBURSEMENT OF TRAVEL COSTS**

(a) Contractor Request and Government Approval of Travel

Any travel under the contract must be specifically identified by the contractor in a written quotation to the Ordering Officer prior to incurring any travel costs. Travel under this contract is only authorized under task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. The travel request shall include as a minimum, the following:

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract
- (4) Contractor's estimated cost of travel
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per diem charges.

(b) General

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2),

reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

(i) Federal Travel Regulation\* prescribed by the General Services Administration for travel in the contiguous 48 United States;

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

\* Federal Travel Regulation (FTR) Amendment 75 was published in the Federal Register as a Final Rule on December 2, 1998. This final rule changed how the FTR maximum per diem rate limitations are computed, including extracting lodging taxes from the per diem rates and allowing payment of lodging taxes as a miscellaneous expense instead. Some contractors may encounter a significant administrative burden and incur substantial costs in modifying their systems to comply with this Final Rule. Therefore, contractors may choose to satisfy the limitation on allowable travel costs by continuing to use the FTR maximum per diem rates and the definitions of lodging, meals, and incidental expenses in effect on December 31, 1998, or the revised FTR rates and definitions that went into effect on January 01, 1999. Contractors may choose the maximum per diem rate computation methodology for all contractor travel from October 01, 1999 through September 30, 2002 (see the DAR deviations issued under DAR Tracking Number 99-O0013, 2000-O0005, and 2001-O0003). Contractors shall use the revised FTR rates and definitions that went into effect on January 01, 1999 for all contractor travel after October 01, 2002, unless (A) the Director of Defense Procurement further extends the deviation, or (B) the coverage in FAR 31.205-46(a) (2) is revised.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate shown in Section B; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

#### (c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract. When authorized, per diem shall be paid by the contractor to his employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR).

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees for authorized per diem, as described above, not to exceed the authorized per diem. Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. Fractional

billing shall be on a 1/4, 1/2, and 3/4 basis. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

(1) For transportation other than described in subparagraph (d)(5) below, the contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR).

(2) When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR).

(3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(4) The contractor's invoices shall include evidence, such as receipts, substantiating actual costs incurred for authorized travel. Such payments shall never exceed the rates of common carrier.

(5) The contractor shall not be paid for travel mileage for contractor personnel who reside in the metropolitan area in which the services are being performed. Travel mileage shall not be paid for services performed at the contractor's home facility or at any location within a driving radius of 50 miles from the contractor's home facility.

## **H-352 CONTRACT MAXIMUM AMOUNT**

During the life of this contract, the total maximum dollar amount available for placement under task orders is cumulative with each option exercised, and unexpended balances may be used in succeeding option years.

## **H-355 CONTRACTOR IDENTIFICATION**

(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

(b) Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with Government personnel by telephone or other electronic means.

**SECTION I Contract Clauses****CLAUSES INCORPORATED BY REFERENCE:**

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.216-7	Allowable Cost And Payment	FEB 2002
52.216-8	Fixed Fee	MAR 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-9 Alt II	Small Business Subcontracting Plan (Jan 2002) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting	OCT 1999
52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting	OCT 1999
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-29	Notification Of Visa Denial	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998

52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-3	Patent Indemnity	APR 1984
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	FEB 2002
52.232-25 Alt I	Prompt Payment (Feb 2002) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-1 Alt I	Disputes (Dec 1998) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-2	Subcontracts	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.245-19	Government Property Furnished "As Is"	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The	MAR 1998



	Government of a Terrorist Country	
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7007	Buy American Act--Trade Agreements--Balance of Payments Program	SEP 2001
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.225-7012	Preference For Certain Domestic Commodities	APR 2002
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.225-7037	Duty Free Entry--Eligible End Products	AUG 2000
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts	SEP 2001
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994

## CLAUSES INCORPORATED BY FULL TEXT

### 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

## **52.216-18 ORDERING. (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through one year thereafter unless terminated or extended in accordance with provisions herein.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**52.216-19 ORDER LIMITATIONS. (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$500,000.00;

(2) Any order for a combination of items in excess of \$1,000,000.00; or

(3) A series of orders from the same ordering office within 3 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**52.216-22 INDEFINITE QUANTITY. (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in Clause B-312. The quantities of supplies and services specified in Clause B-312 are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in Clause B-312 up to and including the quantity designated in Clause B-312 as the "maximum". The Government shall order at least the quantity of supplies or services designated in Clause B-312 as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in Clause B-312, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days after expiration of the contract.

**52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

**52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years unless Clause 52.217-8, Option to Extend Services, is activated.

**52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)****(TO BE PROVIDED UNDER INDIVIDUAL TASK ORDERS, IF APPLICABLE)**

- (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed    \* or the overtime premium is paid for work --
  - (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
  - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
  - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
  - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--
  - (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
  - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
  - (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
  - (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

**52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Administrative Assistant (Secretary V)	01315	20.21
Secretary V	01315	20.21
Word Processor III	01613	13.50
Receptionist (Secretary I)	01311	12.36
Graphics Artist (Drafter IV)	29064	19.70

#### **52.244-2 SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998)**

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

**Except for those subcontractors identified in paragraph (k) of this clause, all requests for subcontracting must be submitted to the Contracting Officer for review and approval.**

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

## **52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2002)**

(a) Definitions. As used this clause--

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986) (DEVIATION)**

(a) Government-furnished property.

(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property.

(1) The Contracting Officer may, by written notice,

(i) decrease the Government-furnished property provided or to be provided under this contract or

(ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.



(c) Title. (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration.

(1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss.

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

(6) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss

to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) Abandonment and restoration of Contractor premises. Unless otherwise provided herein, the Government--

- (1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

#### **52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>  
[www.arnet.gov/far/](http://www.arnet.gov/far/)

#### **52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

#### **252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 1998)**

(a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(b) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from Space and Naval Warfare Systems Center Charleston, Security Code 0A1; by telephone, DSN 588-4084 or 6737 or commercial (843) 218-4084 or 6737.

## **252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)**

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

#### **252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)**

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.



**SECTION J List of Documents, Exhibits and Other Attachments****ATTACHMENTS:**

Attachment (1) CSC Subcontracting Plan dated 3 OCT 2002

Attachment (2) Wage Determination 94-2474 Rev (21) – 8 pages

Attachment (3) Wage Determination 94-2544 Rev (25) – 8 pages

Attachment (4) Wage Determination 94-2104 Rev (20) – 8 pages

Attachment (5) Contract Security Classification Specification (DD-254) – **(DISTRIBUTED SEPARATELY)****EXHIBITS:**

Exhibit A Contract Data Requirements List (DD-1423) – 3 pages

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Computer Sciences Corporation 4045 Hancock St. San Diego, CA 92110  <b>(1 COPY)</b>	DFAS-Columbus Center DFAS-CO/West Entitlement Operations P.O. Box 182381 EFT:T Columbus, OH 43218-2381  <b>(ELECTRONIC COPY)</b>
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